



LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: November 22, 2021

INVITATION TO BID #119-2021 Snow Plow Operations

Bid Opening Date: December 1, 2021

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received via Ion Wave, until **2:00 PM**, prevailing local time on **12/01/2021**. Bids must be received by the above-mentioned date and time. Bids should be submitted via:

Ion Wave

<https://lexingtonky.ionwave.net>

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above. All bids must be signed. Bids are to include all shipping, handling and associated fees to the point of delivery located at: Lexington, KY

<input checked="" type="checkbox"/> Bid Specifications Met	Check One: <input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	Proposed Delivery: _____ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? _____ Yes <input checked="" type="checkbox"/> No		

Submitted by: Red River Ranch, LLC

Firm Name

1499 Maple Street

Address

Stanton, Kentucky 40380

City, State & Zip

Bid must be signed:
(original signature)

Signature of Authorized Company Representative – Title

Glenn M. Salyer

Representative's Name (Typed or printed)

606-663-9625

606-663-9653

Area Code - Phone – Extension

Fax #

RRRINCADMIN@BELLSOUTH.NET

E-Mail Address

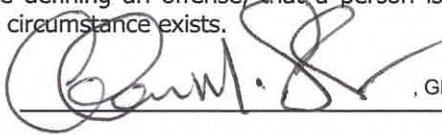
The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, Glenn M. Salyer, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Glenn M. Salyer, President and he/she is the individual submitting the bid or is the authorized representative of Red River Ranch, LLC the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



, Glenn M. Salyer

STATE OF Kentucky

COUNTY OF Powell

The foregoing instrument was subscribed, sworn to and acknowledged before me
by Glenn M. Salyer on this the 30 day
of November, 2021.

My Commission expires: October 7, 2025

 KYNP38283
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

X
Yes _____ No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately, all parts to one vendor or all parts to multiple vendors.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. Bids that are not submitted via Ion Wave will be rejected.
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.

- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, religion, sex (including pregnancy, sexual orientation or gender identity), national origin, disability, age, genetic information, political affiliation, or veteran status, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be from the date of acceptance of this contract by the Lexington-Fayette Urban County Government to **April 15, 2022**. This agreement may be automatically extended for an additional **3-1** year(s) renewals. The contract year is considered **November 1 through April 15** each year. This contract may be canceled by either party by July 1st for the upcoming winter season, after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - (XXX)1. Prices quoted in response to the Invitation shall be firm prices for the first contract year of the Procurement Contract. After first contract year, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per contract year. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. See bid specifications.
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states: *The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.*
- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: *The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

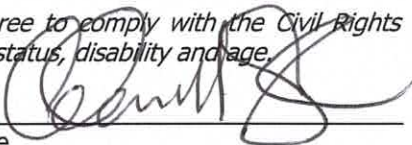
The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature



Red River Ranch, LLC

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to

termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

Nov 30, 2021
Date

WORKFORCE ANALYSIS FORM

Name of Organization: **Red River Ranch, LLC**

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	1	1															
Professionals	1		1														
Superintendents																	
Supervisors	3	2	1														
Foremen	3	2												1			
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical	7	2	4		1												
Skilled Craft	26	25				1											
Service/Maintenanc	15			15													
Total:	56	32	6	15	1	1								1			

Prepared by: **Glenn M. Salyer, President**

Date: 11 / 30 / 2021

(Name and Title)

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package
 - c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event

- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.
- o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding

to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

To comply with Resolution 484-2017, prime contractors and minority, women and veteran owned businesses must enroll in the new Diverse Business Management Compliance system, <https://lexingtonky.diversitycompliance.com/>

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in <https://lexingtonky.ionwave.net>

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Sheila Eagle	Sheila.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwvoc.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488

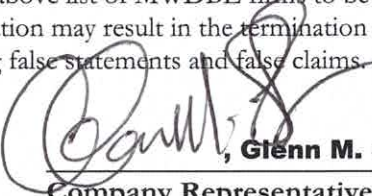
**LFUCG MWDBE PARTICIPATION FORM**Bid/RFP/Quote Reference # 119-2021

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Red River Ranch, LLC
Company
November 30, 2021
Date


Glenn M. Salyer
Company Representative
President
Title



LEXINGTON

LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 119-2021

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

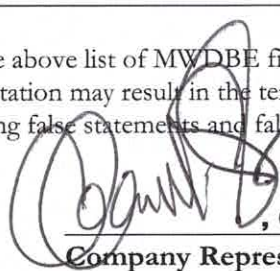
MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Red River Ranch, LLC

Company

November 30, 2021
Date


_____, Glenn M. Salyer
Company Representative

President

Title



LEXINGTON

LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 119-2021

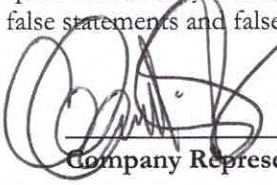
The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. **Failure to submit this form may cause rejection of the bid.**

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Red River Ranch, LLC
Company

November 30, 2021
Date


, Glenn M. Salyer
Company Representative
President
Title



LEXINGTON

MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # **119-2021**

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

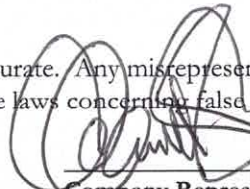
Company Name Red River Ranch, LLC	Contact Person Glenn M. Salyer
Address/Phone/Email 1499 Maple Street, Stanton, KY 40380 606-663-9625 rrrinc@bellsouth.net	Bid Package / Bid Date Snow Plow Operations / 12/01/2021

MWDBE Company Address	Contact Person	Contact Information (work phone Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Red River Ranch, LLC
 Company
November 30, 2021
 Date


Glenn M. Salyer
 Company Representative
President
 Title



LEXINGTON

LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # **119-2021**

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract # Snow Plow Operations	Work Period/ From: _____ To: _____
Company Name: Red River Ranch, LLC	Address: 1499 Maple Street, Stanton, KY 40380
Federal Tax ID: 20-2078653	Contact Person: Glenn M. Salyer

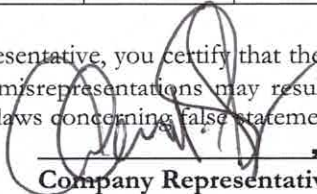
Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Red River Ranch, LLC

Company

November 30, 2021
Date



Company Representative

, Glenn M. Salyer

Company Representative

President

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # **119-2021**

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

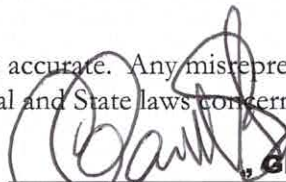
NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Red River Ranch, LLC

Company

November 30, 2021
Date


Glenn M. Salyer
Company Representative

President

Title

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AAND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00
Excess Liability	\$5 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.

Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at

its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

00470806

Background

The Lexington Fayette Urban County Government (LFUCG) seeks to procure the services of a firm, or group of firms, to provide additional snow and ice removal operations along major arterials in Lexington. The LFUCG reserves the right to award contract to multiple vendors.

Specifically, LFUCG will assign contracted units to a group of streets including, but not limited to:

Man O' War Boulevard from Versailles Road to the I-75 entrance ramp,
Polo Club Boulevard from Deer Haven Lane to Winchester Road,
Alumni Drive from Buckhorn Drive to Bates Creek Road, and
Coldstream area roadways including McGrathiana Parkway, Aristides Boulevard, and Bull Lea Road.

Salt and other materials to treat the roadways will be provided by the LFUCG. The LFUCG salt barns are located at 1791 Old Frankfort Pike and 3 Hoth Lane ABY, West Hickman Treatment Plant, Brannon Rd. Nicholasville Ky. The brines storage facility is at 1791 Old Frankfort Pike (on the old landfill pad). The LFUCG Division of Streets and Roads administrative offices are located at 1555 Old Frankfort Pike. Contractor trucks are to stage at the West Hickman barn.

The selected vendor(s) will provide this support over a one-year term, from November 1 to April 15 of each winter season.

Truck Specifications

GROSS VEHICLE WEIGHT (GVW): Single axle trucks shall be, at a minimum, a G.V.W. rating of 33,000 pounds with a 12,000-pound front axle rating.

Tandem trucks having a minimum G.V.W. rating of 48,000 pounds with a 12,000 pound rated front axle (Light Tandem) shall be acceptable ONLY if LFUCG requests single axle trucks or light tandem trucks. These trucks shall be equipped with a 10' (foot) snowplow blade. Contracts will be awarded on the type of truck (single axle or tandem) specified by the vendor.

Tandem trucks shall be, at a minimum, a twin screw tandem and have a G.V.W. Rating of 56,000 pounds with a 16,000-pound front axle as stated on the Vehicle Identification Number (VIN) Plate.

Trucks that do not meet the minimum weight specifications shall not be acceptable for use in the program. Trucks having a lower than required G.V.W rating, per the truck manufacturer, shall not be modified by adding springs, timbren kit, and/or both to meet minimum G.V.W specifications. Modified road tractors shall not be accepted.

INITIAL INSPECTION: Trucks shall be of good general appearance, be free of human graphic art, be in excellent mechanical condition, and be approved for use by a LFUCG inspection team.

Vendor shall provide, with bid, a written list of trucks, including make and model, year, VIN and a list of proposed required attachments to the trucks, including make and model numbers.

If vendor proposes use of used equipment (snow plow, hopper boxes, etc), equipment shall be inspected at time of initial truck inspection. Equipment must pass LFUCG's inspection and meet LFUCG requirements prior to the LFUCG's annual preseason inspection. First year inspection will be conducted at beginning of first event or at a time determined by LFUCG. Equipment failing to meet these requirements may be subject to contract cancellation. The Vendor must pass an inspection by the LFUCG at the earliest possible date within the contract initiation year

and prior to November 1 each year thereafter. Any repairs or equipment parts required by the LFUCG inspection team, for passage of the inspection, shall be the responsibility of the Contractor and will be incidental to the bid submitted.

HYDRAULICS: Trucks shall have the necessary hydraulic, electrical and structural modifications to accommodate the specified snowplow, ground speed control unit, liquid chloride solution dispensing unit, and V-box hopper spreader (minimum 5.6 cubic yard capacity for single axle trucks) (minimum 13 cubic yard capacity for tandem trucks). A trial hookup shall be required.

COMMUNICATION SYSTEM:

2 WAY RADIO SYSTEM: Trucks shall be equipped with 2-way radio communications on the LFUCG's specified frequency. The radio unit shall be used (operated) in accordance with FCC regulations at all times and will only be used during the time the trucks are performing snow and ice removal operations for the LFUCG. There will be no exceptions. Any violation of FCC regulations may result in, but not be limited to, the cancellation of the contract.

2 WAY RADIO SPECIFICATIONS: VHF (150-160 MEGAHERTZ) DASH –MOUNTED- General: the two-way radio will be the latest improved model in current production (as offered to the commercial trade), shall be of good quality as to workmanship and materials used, and shall comply with the following:

Shall operate from a 12 volt, direct current negative ground source.

Shall be a multi-channel synthesized VHF high-band unit, field programmable to at least 5 channels, CTCSS encode and decode, carrier control timer, transmitting ANI (Automatic Number Identification) information adhering to the Kenwood Nex-edge 720 HGK or equivalent

Should be programmed and ready to operate with the frequency channel and tone as per the frequency list for LFUCG

Shall meet EIA, MIL STD 810 C & D specifications for shock and vibrations,

Transmitter:

Shall be solid state and shall be capable of producing fifty (50) watts of output (EIA)

Shall be FCC type accepted

Receiver:

Similar or equivalent to the Kenwood Nex-edge 720 HGK specifications

FOR THE 2021/2022 WINTER SEASON: LFUCG loader will provide operators with a hand held 2-way radio connected to the LFUCG radio system at the beginning of each shift. The contractor will return the radios to the loader at the end of each shift. In addition the contractor will provide the names and cell phone numbers of the operators to the loader as backup.

HEADLIGHTS: Trucks shall be fitted with additional headlights that will light the roadway in front of the snowplow and the rear of the spreader box. These lights shall be mounted and operated in a manner so as not to blind oncoming traffic.

ADDITIONAL LIGHTING: Trucks will be equipped with four- (4) amber flashing lights as specified, two (2) placed above truck cab, and two (2) placed on the left and right side of the rear side of the V-box hopper spreader. These lights will be mounted so that a minimum of two- (2) lights will be visible at all times from either the front or the rear of the vehicle.

STAR HALO LED 255 HTSL AMBER BEACON OR EQUIVALENT SHORT DOME
DIMENSIONS: 4-3/4 INCHES TALL X 6-13/32 INCHES DIAMETER VOLTAGE: 12V-24V DC
AMP DRAW: 0.6 AMPS AT 12V DC, 0.3 AMPS AT 24V DC LENS COLOR: AMBER
LIGHTWEIGHT POLYCARBONATE, UNIVERSAL FLANGE BASE, 3-HOLE PERMANENT MOUNT, 1 INCH PIPE
MOUNT
DURABLE POLYCARBONATE, TWIST ON / OFF LENS
SAE CLASS I, HIGH INTENSITY STAR HALO LED OPTICS, FLANGE MOUNT, SHORT LENS CIRCUITRY IS
FULLY ENCAPSULATED WITH EPOXY FOR INCREASED WEATHER AND SHOCK RESISTANCE

Bidder should note that these specifications are a minimum required by the LFUCG. Vendor may add additional lighting at vendor's discretion as long as it is in compliance with federal and state regulations.

MISCELLANEOUS EQUIPMENT: Trucks shall have windshield wipers that are in good repair and that will operate under adverse snow plowing conditions. Trucks shall have excellent cab heating and defrosting systems.

Trucks shall display a specified statement of contract operations on each door or on each side of the truck body in a highly visible location.

Attachment Specifications

SNOW PLOW, HYDRAULIC REVERSING (10 FOOT) FOR SINGLE-AXLE TRUCKS:

The snowplow unit shall be of the straight blade reversible type. The moldboard shall be a minimum of ten (10) feet long and thirty-four (34) inches high and shall be constructed with a minimum of six (6) vertical ribs. The unit shall be curved for proper rolling of snow forward for high-speed snow removal. The moldboard shall have an integral, curved snow shield that extends a minimum of twelve (12) inches ahead of the cutting edge. The moldboard thickness shall be a minimum of ten (10) gauge steel and shall have a two-piece cutting edge of five (5) feet, with a minimum size of one-half inch thick by six (6) inches wide, and be equipped with standard highway punchings.

The unit shall be equipped with a trip spring assembly to prevent damage to the plow and the truck. This assembly will permit the moldboard to trip forward when the plow strikes an obstruction and then return to its normal position when the obstruction is removed. The unit may be equipped with adjustable skid shoes or wheels to stabilize the plow. The hinge point center of the snowplow unit shall be a minimum of sixty (60) inches. The plow assembly shall be equipped with a hydraulic mechanism to turn the moldboard to any desired position, to a maximum of thirty-five (35) degrees to the right or to the left from the centerline and lock, or remain fixed in position. The force on the blade will not exert a force on the hydraulic system in order to hold the blade in the correct position.

The hydraulic unit and any hoses provided shall be rated for a minimum of 2500 pounds per square inch. The unit shall be recommended for a 33,000 gross vehicle weight dump truck equipped with a 12,000-pound front axle or a 48,000 G.V.W. tandem equipped with a 12,000 pound rated front axle.

The unit shall be equipped with a heavy-duty bumper-to-frame hitch assembly, with adjustable arms that attach the unit to the front axle with a swivel bracket that allows the axle to move independent of the push frame. All pushing force will be transmitted to the truck frame through the bumper attach points. The hitch assembly shall be designed for a snowplow unit weighing more than 1500 pounds. (Alternate hitch assemblies are acceptable.)

The distance between the front bumper of the truck and the centerline of the front axle will be approximately fifty (50) inches. The plow shall be raised hydraulically and shall have a minimum lift of ten (10) inches from road surfaces with a cylinder having a minimum bore of three and one-half inches, inside diameter.

The hydraulics shall be supplied by the truck hydraulic system with quick disconnects located approximately twelve (12) inches behind the front bumper. The unit shall require a maximum of 1450 pounds per square inch to lift the plow. Quick disconnect couplings supplied with the hoses shall be Snap-Tite, H Series Valved Nipples, or equal -8 Size (three required).

All necessary hoses and attaching parts shall be furnished by the vendor. The parts will be boxed for each individual snowplow unit. Each box shall contain a set of installation instructions to insure proper installation. The unit shall contain any other equipment not mentioned, but which is necessary, to make a complete and workable unit.

HOPPER SPREADER FOR A SINGLE-AXLE DUMP TRUCK (MINIMUM SIZE - 5.6 CUBIC YARDS):

General: the hopper spreader shall have a minimum capacity of five and six-tenths (5.6) cubic yards. The unit shall be a hopper-type body complete with a built-in materials spreader suitable for mounting in a single-axle dump truck.

The unit shall be of sturdy construction and shall be furnished by the vendor in a completed state and ready for mounting and operation. The spreader shall comply with the requirements stated in these terms and conditions. Any parts or attachments necessary to form a complete working unit shall be furnished by the vendor.

The spreader shall be capable of spreading granular salt in a uniform manner at specified rates ranging from a minimum of 150 pounds for each one-lane and two-lane mile at speeds ranging from ten (10) to thirty (30) miles per hour. The rate of 300 pounds for each two-lane mile shall be achieved at ten (10) miles per hour.

Body: the body shall be of heavy-duty welded construction. Sides of the body shall have a minimum of 45 degrees of slope for the easy flow of deicing materials onto the conveyor chain. The body side support members shall be designed with angles or channel members for added strength. There shall be a minimum of five (5) upright side supports on each side of the body constructed of a minimum of ten- (10) gauge steel.

These supports shall extend to the full height of the body taper. The hopper shall be constructed so that the rearmost upright support rests just inside the dump body. The top rim of the hopper box shall be approximately forty-eight (48) inches above the floor of the dump body.

The unit shall be equipped with a hinged type protective cover grill screen that is two and one-half inches (2") by two and one-half (2") inches by five-sixteenth (5/16) of one inch in size, and that is elevated in the center to keep large objects from entering the box.

Conveyor: the conveyor shall have an overall width of twenty-four (24) inches. The conveyor drive shall be adequate for the types of material being spread. The conveyor plate shall be replaceable. The conveyor chain shall be protected from coarse material entering the chain links that may cause damage.

Provisions shall be made to lubricate the front chain bearings while the unit is installed on the dump truck. The conveyor shall be driven with a hydraulic motor having a displacement of six and two-tenth (6.2) cubic inches, and a gear reduction unit with a fifty to one (50:1) ratio.

Spinner assembly: the spinner assembly shall consist of a polyurethane disc, eighteen (18) inches in diameter, with six (6) vanes formed into a single unit attached directly to the shaft of the hydraulic drive motor. The salt discharged from the conveyor shall travel (or slide) in a chute to the spinner.

The chute shall be smooth, non-clogging, and shall have a hinged or removable top. Four (4) adjustable deflectors will define the salt discharge pattern.

Control valve: the control valve shall be a fluid controls number 2FFL12-D6-6-6-7/15S, or equal, and is noted here for information only, as it shall exist on the truck as a standard feature. The central hydraulic system installed on the truck will be used to power this control valve.

Feedgate control: the feedgate control unit shall have an adjustable control for the amount of material being spread and to maintain a fixed self-locking setting.

Lift hooks: the hopper spreader unit shall have four (4) lift hooks, one located at each corner of the hopper.

Dump body mounting: the hopper spreader shall be secured to the dump body to prevent the spreader body from bouncing or sliding during travel. A channel member shall extend to the side of the dump body and shall lock on the tailgate locks to prevent movement of the spreader.

Miscellaneous: all hydraulic hoses shall be of sufficient size and shall be rated at 2,500 pounds per square inch. Quick disconnect couplings shall be provided by the vendor for hoses as follows: Snap-Tite, H series valved nipples, or equal. The spinner shall be -8, the auger shall be -12, and the return shall be -20. All necessary hoses and attaching parts shall be furnished by the vendor. The parts will be boxed for each individual hopper spreader unit. Each box will also contain a set of installation instructions to insure proper installation. The unit will contain any other equipment not mentioned, but which is necessary, to make a complete and workable unit.

SNOW PLOW, HYDRAULIC REVERSING (12 FOOT) FOR TANDEM TRUCKS:

The snowplow unit shall be of the straight blade reversible type. The moldboard shall be a minimum of twelve (12) feet long and forty (40) inches high and shall be constructed with a minimum of six (6) vertical ribs. The unit shall be curved for proper rolling of snow forward for high-speed snow removal. The moldboard shall have an integral, curved snow shield that extends a minimum of twelve (12) inches ahead of the cutting edge. The moldboard thickness shall be a minimum of ten (10) gauge steel and shall have a two-piece cutting edge of six (6) feet, with a minimum size of one-half inch thick by six (6) inches wide, and be equipped with standard highway punchings.

The unit shall be equipped with a trip spring assembly to prevent damage to the plow and the truck. This assembly will permit the moldboard to trip forward when the plow strikes an obstruction and then return to its normal position when the obstruction is removed. The unit may be equipped with adjustable skid shoes or wheels to stabilize the plow. The hinge point center of the snowplow unit shall be a minimum of sixty (60) inches. The plow assembly shall be equipped with a hydraulic mechanism to turn the moldboard to any desired position, to a maximum of thirty-five (35) degrees to the right or to the left from the centerline and lock, or remain fixed in position. The force on the blade will not exert a force on the hydraulic system in order to hold the blade in the correct position.

The hydraulic unit and any hoses provided shall be rated for a minimum of 2500 pounds per square inch.

The unit will be recommended for a 56,000 pounds gross vehicle weight dump truck equipped with a 16,000-pound rated front axle.

The unit shall be equipped with a heavy-duty bumper-to-frame hitch assembly, with adjustable arms that attach the unit to the front axle with a swivel bracket that allows the axle to move independent of the push frame. All pushing force will be transmitted to the truck frame through the bumper attach points. The hitch assembly shall be designed for a snowplow unit weighing more than 1500 pounds.

The distance between the front bumper of the truck and the centerline of the front axle will be approximately fifty (50) inches. The plow shall be raised hydraulically and shall have a minimum lift of ten (10) inches from road surfaces with a cylinder having a minimum bore of three and one-half inches, inside diameter.

The hydraulics shall be supplied by the truck hydraulic system with quick disconnects located approximately twelve (12) inches behind the front bumper. The unit shall require a maximum of 1450 pounds per square inch to lift the plow. Quick disconnect couplings supplied with the hoses shall be Snap-Tite, H Series Valved Nipples, or equal -8 Size (three required).

All necessary hoses and attaching parts shall be furnished by the vendor. The parts will be boxed for each individual snowplow unit. Each box will contain a set of installation instructions to insure proper installation. The unit shall contain any other equipment not mentioned, but which is necessary, to make a complete and workable unit.

*Alternate hitch assemblies are acceptable.

HOPPER SPREADER FOR A TANDEM DUMP TRUCK (MINIMUM SIZE - 13 CUBIC YARDS):

General: the hopper spreader shall have a minimum capacity of thirteen (13) cubic yards. The unit shall be a hopper-type body complete with a built-in materials spreader suitable for mounting in a tandem dump truck.

The unit shall be of sturdy construction and shall be furnished by the vendor in a completed state and ready for mounting and operation. The spreader shall comply with the requirements stated in these terms and conditions. Any parts or attachments necessary to form a complete working unit shall be furnished by the vendor.

The spreader shall be capable of spreading granular salt in a uniform manner at specified rates ranging from a minimum of 150 pounds for each single lane and two-lane mile at speeds ranging from ten (10) to thirty (30) miles per hour. The rate of 300 pounds for each two-lane mile shall be achieved at ten (10) miles per hour.

Body: the body shall be of heavy-duty welded construction. Sides of the body shall have a minimum of 45 degrees of slope for the easy flow of deicing materials onto the conveyor chain. The body side support members will be designed with angles or channel members for added strength. There will be a minimum of six (6) upright side supports on each side of the body constructed of a minimum of ten- (10) gauge steel.

These supports shall extend to the full height of the body taper. The hopper shall be constructed so that the rearmost upright support rests just inside the dump body. The top rim of the hopper box will be approximately sixty-two (62) inches above the floor of the dump body.

The unit shall be equipped with a hinged type protective cover grill screen that is two and one-half inches (2½) by two and one-half (2½) inches by five-sixteenth (5/16) of one inch in size, and that is elevated in the center to keep large objects from entering the box.

Conveyor: the conveyor shall have an overall width of twenty-four (24) inches. The conveyor drive will be adequate for the types of material being spread. The conveyor plate shall be replaceable. The conveyor chain will be protected from coarse material entering the chain links that may cause damage. Provisions will be made to lubricate the front chain bearings while the unit is installed on the dump truck. The conveyor will be driven with a hydraulic motor having a displacement of six and two-tenth (6.2) cubic inches, and a gear reduction unit with a twenty-five to one (50:1) ratio.

Spinner assembly: the spinner assembly shall consist of a polyurethane disc, eighteen (18) inches in diameter, with six (6) vanes formed into a single unit attached directly to the shaft of the hydraulic drive motor. The salt

discharged from the conveyor will travel (or slide) in a chute to the spinner.

The chute will be smooth, non-clogging, and shall have a hinged or removable top. Four (4) adjustable deflectors will define the salt discharge pattern.

Control valve: the control valve shall be a Fluid Controls number 2FFL12-D6-6-6-7/15S, or equal, and is noted here for information only, as it will exist on the truck as a standard feature. The central hydraulic system installed on the truck will be used to power this control valve.

Feedgate control: the feedgate control unit shall have an adjustable control for the amount of material being spread and to maintain a fixed self-locking setting.

Lift hooks: the hopper spreader unit shall have four (4) lift hooks, one located at each corner of the hopper.

Dump body mounting: the hopper spreader shall be secured to the dump body to prevent the spreader body from bouncing or sliding during travel. A channel member shall extend to the side of the dump body and shall lock on the tailgate locks to prevent movement of the spreader.

Miscellaneous: all hydraulic hoses shall be of sufficient size and shall be rated at 2,500 pounds per square inch. Quick disconnect couplings shall be provided by the vendor for hoses as follows: Snap-Tite, H series valved nipples, or equal. The spinner shall be -8, the auger shall be -12, and the return shall be -20. All necessary hoses and attaching parts shall be furnished by the vendor. The parts will be boxed for each individual hopper spreader unit. Each box will also contain a set of installation instructions to insure proper installation. The unit shall contain any other equipment not mentioned, but which is necessary, to make a complete and workable unit.

SALT SPREAD-RATE CONTROL DEVICE FOR BOTH SINGLE AND TANDEM AXLE TRUCKS:

The unit shall be a microprocessor based ground speed oriented closed loop control system designed to control the output of de-icing materials being applied to roadway pavements. The system shall include, as a minimum, the control system console, a truck speed system sensor, a pulse width modulated hydraulic control valve, a feedback flow transducer, and all wiring harness and mounting hardware necessary for the complete installation of the system.

The components of the system shall be designed to allow for installation onto the truck utilizing the existing hydraulic system of the truck.

The spray control system shall be a single control channel ground speed oriented system and shall be a closed loop microprocessor-based type unit with a non-volatile control memory. Automatic calibration and programming flexibility shall be a part of the system.

The system shall operate in the modes of ground speed oriented closed loop, manual set, blast, and unload. Each system shall contain an automatic switch-over from a closed loop operation to an open loop operation with a display indicator in the event there is a loss of the rate sensor signal.

The control console digital readout shall display the actual application rate, vehicle ground speed, the distance of the route driven, and the total quantity of the de-icing material applied. The connections for the programming and output cables for the material and trip information printer shall be included.

The control system shall accumulate and display both the current distance and the total distance of the de-icing application operations, the quantity of the material applied, and the time required to perform the operation. The selection, calibration, and display of a maximum of four (4) separate rates of de-icing materials with independent

application rates of each material shall be included in the console programming. A variable programmed digital access code lockout for the application rate and the programming data shall also be included.

The system shall have the capability of being attached to a laptop (notebook) computer and printer and download the accumulated data onto hard copy.

A pulse width modulated (PWM) solenoid flow control cartridge valve and an electronic valve driver shall also be provided by the vendor. The cartridge valve assembly will be designed so as to be installed into the central hydraulic system spreader control valve assembly of the truck.

A control valve with a PWM solenoid flow control valve for the truck hydraulic system shall be provided by the vendor.

A closed loop digital feedback flow sensor shall be provided by the vendor and shall be of the turbine digital pulse type. The sensor shall be constructed of stainless steel with non-corrosive internal components; shall be capable of normal pulse operation in the flow ranges of two hundred (200) to one thousand (1,000) pounds per mile discharge rates; and shall allow for high unload condition flow rates without the failure of the internal components.

The sensor system shall be designed so as to provide normal spray application rates of two hundred (200), two hundred and fifty (250), four hundred (400), five hundred (500), eight hundred (800), and blast or one thousand (1,000) pounds of material per mile of roadway at speeds of zero (0) to fifty-five (55) miles per hour (mph). The flow sensor shall be designed so as to be installed into the material output lines to report the pounds per mile discharge rate feedback to the control system.

The electrical connections for the feedback flow sensor and the solenoid valve shall be of the weather resistant type as manufactured by Packard electric, or equal. All electrical wiring and components required to install the system onto the electronic speedometer drive circuit of the trucks shall be provided by the vendor.

A compatible interface of the electronic components of the truck and the control system shall also be provided by the vendor. The control system shall be provided by the vendor in a status ready for operation with all entries of programming and calibration made to the microprocessor components.

The Salt Spread-Rate Control Device System Unit shall be the Dickey-John Control Point or FORCE America SSC 5100 series controller, or equal unit and must have data-logging capabilities.

The data collected during performance of snow and ice removal activities shall be provided to the LFUCG and downloaded following each call-out or as determined by the LFUCG.

TRUCK MOUNTED LIQUID CHLORIDE SOLUTION DISPENSING UNIT FOR V-BOX HOPPER SPREADERS:

ANY APPLICATION OF SALT SHALL BE PRE-WET AT THE SPINNER WITH BRINE OR BRINE SOLUTION PROVIDED BY LFUCG UNLESS DIRECTED OTHERWISE BY A COMMISSIONER OR DIRECTOR.

Description: the truck mounted, hydraulic, v-box hopper liquid chloride dispensing system shall maintain a consistent ratio of liquid chloride solution to a predetermined granular deicing material output. This system will operate in conjunction with the ground speed oriented spreader controls and provide a linear flow of liquid chloride solution at vehicle speeds ranging from 3 to 50 miles per hour.

Component configuration: the storage tanks for the dispensing unit shall be mounted on the V-box hopper spreader so as not to interfere with the installation (or the dismantling) of the V-box hopper spreader on the truck. The mounting hardware will consist of three-sixteenth of one inch by two (2) inches by two (2) inches angle iron, fabricated steel carriers.

Hydraulic power unit: the pump for the dispensing unit shall be of gear or roller design, be driven by the hydraulic motor and be capable of producing 2,000 revolutions per minute. The pump and motor shall be coupled via a tooth and jaw type coupler and with proper alignment.

Storage tanks: the storage tanks for the liquid chloride dispensing system will have a minimum capacity of 120 gallons and will hold liquid materials which have a maximum specific gravity of sixteen (16) pounds per gallon. The fill pipe will have a one- (1) inch in diameter female quick coupler.

Spray nozzles: the liquid chloride dispensing system shall have two (2) spray nozzles constructed of brass. These nozzles shall be mounted so as to dispense liquid chloride solution onto the spinner of the V-box hopper spreader. The nozzles will maintain a 120-degree fan spray throughout the flow rate of the liquid chloride solution.

Vendor Responsibilities

DRIVERS: Vendor will furnish a minimum of two (2) drivers throughout the duration of the winter season for each truck unit. Drivers shall possess a current valid CDL license of the specific class required to operate subject truck. Provide drivers that are citizens of the United States of America and meet the minimum guidelines as outlined in 601 KAR 1:005 Section 2 (1-11). For a copy of this regulation go to the link provided below:

<http://www.lrc.state.ky.us/kar/601/001/005.htm>

Emergency situations will be handled in accordance to the Federal Motor Carrier Safety Regulations (FMCSR) Title 49 of the Code of Federal Regulations (49 CFR) Part 390.23, Current Edition. For a copy of this regulation go to the link provided below:

http://a257.g.akamaitech.net/7/257/2422/09nov20051500/edocket.access.gpo.gov/cfr_2005/octqtr/49cfr390.23.htm

Proof of citizenship shall be provided upon demand by the LFUCG. If at any time the vendor is found to have hired a driver who does not meet the above qualifications, this contract can be terminated by the LFUCG with no penalty or additional cost to the LFUCG. LFUCG also reserves the right to request contract funds to be refunded back to the LFUCG should such a cancellation occur. Each year the vendor shall provide to LFUCG a copy of all drivers' valid CDL licenses prior to November 1 or driver's first call out if driver has post November 1 employment date.

Vendor will train drivers in the operation of all snow and ice equipment. Drivers are to arrive at the base of operation with working knowledge of all truck equipment. Drivers not having working knowledge of all equipment shall not operate truck and equipment. Vendor shall be notified by the LFUCG of the situation, and vendor shall provide a replacement driver within 2 hours. Vendor shall be assessed a \$250.00 penalty for each occurrence and \$250.00 per hour for each hour past the allotted two-hour time period. This penalty shall be deducted from the expenses paid to the vendor by LFUCG.

Vendor's drivers shall operate the snow and ice unit in adverse weather conditions, twenty-four (24) hours a day, seven (7) days a week, including holidays, if necessary. Operators shall comply with all laws and regulations governing the operation of their trucks. This may require backup operators in order to provide a continuous operation.

NOTE: Drivers are only allowed to operate trucks for a maximum of twelve (12) continuous hours. Contractor shall make arrangements to rotate replacement drivers when snow and ice operations extend for periods greater than twelve (12) continuous hours.

Any driver found to be operating in violation of CDL laws and/or exceeding maximum of twelve hours shall be

removed from truck and vendor assessed a penalty in the amount of \$250.00 and subject to contract cancellation.

OPERATIONS: Vendor shall furnish additional support persons as needed at no additional cost to the LFUCG to assist in the coordination of the operation of the trucks or to make repairs to trucks that have broken down and are not back in service in a timely manner.

Vendor shall furnish all trucks at the base of operations, unless otherwise stated. These trucks will be used on specific major arterial routes, including but not limited to:

Man O' War Boulevard from Versailles Road to the I-75 entrance ramp,
Polo Club Boulevard from Deer Haven Lane to Winchester Road,
Alumni Drive from Buckhorn Drive to Tates Creek Road, and
Coldstream area roadways including McGrathiana Parkway, Aristides Boulevard, and Bull Lea Road.

Trucks may also be used on other routes, suitable for their operation, as determined by the LFUCG. Truck road tractors will be permitted only if they are equal to or exceed the minimum G.V.W. requirements without modifications to meet minimum specifications.

Plowing will be defined as the plow blade being in contact with the pavement. No down time will be charged to the Vendor for reasonable replacement time. However, the Vendor is responsible for furnishing the blade at his cost. Blades shall be made of metal unless rubber is specified by the LFUCG. The LFUCG shall have the option to require use of rubber blades in lieu of metal.

Vendor shall instruct operators that they will be under the supervision and subject to the orders of the LFUCG, who will direct the time and place for the use of the Vendor's equipment and the rate of application of deicing chemicals.

Vendor shall instruct operators to inform the base of operations for those times that the truck unit is out of service, such as rest periods, lunch breaks, or other periods when the truck unit is parked. Failure to notify base of operations shall result in a penalty of \$250.00 per occurrence.

In the event a truck is taken out of service it must return in a serviceable condition within four (4) hours. If vendor fails to return truck, or provide a replacement truck unit, within the allotted time period, the vendor shall be assessed a penalty in the amount of \$500.00 per occurrence with penalty deducted from the expenses paid to the vendor by LFUCG.

Vendor's drivers shall keep the de-icing material flowing, when required, while operating on the assigned routes. In the interest of conserving salt both from an economic and from an environmental standpoint, vendors shall instruct the operators to make a concerted effort to control the use of excessive amounts of salt on the roadways through proper calibration techniques. Each truck unit shall be recalibrated at any time (at Contractor's expense) upon determination by the LFUCG that said truck is not performing per LFUCG requirements. The calibration and testing of the Vendor trucks will be conducted under the direction of the LFUCG. Failure to comply with the LFUCG's request for recalibration shall result in a penalty in the amount of \$250.00 per occurrence or cancellation of the contract if the LFUCG so desires.

Vendor shall require the operator of each truck unit to keep an individual log for that unit for all activities performed by the unit for the duration of each call-out period. At the conclusion of the call-out period, the Contractor's log for each unit will be compared with the LFUCG's log, and brought into agreement. The Contractor's log and the LFUCG's log will be signed by the Contractor's employee or representative to verify that the two (2) logs are in agreement.

Vendor shall require operators to contact the LFUCG at the base of operations during snow and ice removal operations a minimum of every sixty (60) minutes via their approved two-way radio communication system to report

current road conditions, salt and liquid chloride usage, operations status of the equipment, and any problem areas that are observed. Vendor trucks whose operators fail to comply with this requirement will be placed out of service from the time of the last contact with the base of operations.

Vendor shall require the operators to proceed to their assigned "Staging Area" on their assigned priority route during those periods during a snow and ice emergency event when Vendor's operators are asked to do so. In the event that the operators may need to deviate from this procedure, they must notify the LFUCG's base of operations via their approved two-way radio communication system prior to their deviation and again when they return to the designated area. If for any reason during this period the operator does not respond to a callback from the base of operations, the truck will be placed out of service from the time of the last contact with the base of operations.

The Contractor's log will remain in the Contractor's possession until April 15th of each contract year. The LFUCG's log will be the document used to determine the Contractor's payment for each pay period.

Vendor shall provide the name and phone number of a contact person who will be on call on a twenty-four (24) hour basis. This person will be responsible for calling out each operator of the Vendor upon request from the LFUCG. Vendor shall provide the phone number of the operators of each truck that is on call for snow and ice removal.

Vendor shall hold the LFUCG and all its officers, agents, and employees harmless from all suits, actions, or claims of any character brought on account of any injury or damages sustained by any person or property from any actions or of any negligence in performance of the above named equipment.

PROOF OF OWNERSHIP: Vendor shall furnish proof of ownership or possession for each piece of equipment. This will include:

VENDOR DOT NUMBER DISPLAYED: VIN NUMBER:
OWNER: MAKE:
MODEL YEAR: G.V.W.:
LIEN HOLDER:

If the vendor will be purchasing or leasing trucks for this contract, please indicate such by writing TBD (To Be Determined) in the VIN number section for each applicable truck. It is the vendor's responsibility to provide the information listed above to the LFUCG, within 45 (forty-five) calendar days after receipt of Intent to Award. If the vendor is leasing a truck, proof of a legal lease agreement shall be submitted to the buyer within 45 (forty-five) calendar days after receipt of Intent to Award. Proof will also be required annually prior to any payments. A copy of the legal lease agreement will be considered proof of such agreement. Payment shall not be made until this information has been provided and registration and licenses to include all taxes and fees have been confirmed.

If at any time the vendor replaces a contracted truck, the vendor is required to submit the above information for the new truck to the LFUCG prior to operation. Replacement trucks are subject to all inspections and must meet the same specifications of the truck for which it is replacing. Replacement trucks shall be the same model year or newer as the truck on the original bid.

The vendor is responsible for ensuring any and all sub-contractor's trucks meet all contract requirements including but not limited to, licensing, registration, and insurance.

All DOT numbers will be checked prior to award. Companies shall be in good standing on all Motor Carrier license(s) to include all taxes and fees. Prior to an award, if a company is not in good standing, the vendor will be notified in writing and given an opportunity to become compliant with all license(s) to include all taxes and fees required to operate. If at any time during the contract period a vendor is not in good standing, the LFUCG reserves the right to offset monies due the vendor in order to satisfy any vendor debt owed to the LFUCG. Furthermore, the

LFUCG reserves the right to cancel the contract for vendor's failure to adhere to and perform per the contract terms, conditions, and specifications.

If using sub-contracts the vendor is required to submit a list of subcontractors with a contact name and phone number with bid submission and prior to November 1 of each subsequent snow season. This list must be verified annually for accuracy.

EQUIPMENT: Vendor shall furnish equipment that is in good mechanical working condition with all maintenance and repairs including all fuel and lubrication necessary for its operation.

Vendor shall provide verification to the LFUCG at the time of the final inspection that equipment attachments have been purchased.

If vendor proposes use of used equipment (snow plow, hopper boxes, etc), equipment shall be inspected at time of initial truck inspection. Equipment must pass LFUCG's inspection and meet LFUCG's requirements prior to the annual preseason inspection. Equipment failing to meet LFUCG's requirements shall have a reduction in expenses paid to the vendor by LFUCG and be subject to contract cancellation.

Vendor shall furnish tire chains and use them as needed, or as directed by the LFUCG. Vendor shall provide an adequate quantity of snowplow blades at the base of operations as replacements for blades that have worn out.

The LFUCG shall provide AVL (Automatic Vehicle Location) and/or GPS equipment to the vendor for installation on the Vendor's truck in conjunction with the Snow and Ice Removal Program. The AVL/GPS equipment shall be the property of the LFUCG, and the equipment shall be returned to the LFUCG at the end of the contract period. LFUCG shall be responsible for installation, maintenance, and removal of said equipment.

AVL and /or GPS equipment shall be operable at all times during the snow season. In the event the Vendor's truck AVL/GPS equipment goes out of service for any reason, the LFUCG will notify the truck operator immediately. The LFUCG may elect to keep the truck in an operable status until such time that the truck may be removed from service for repair of AVL/GPS equipment. In the event a truck is taken out of service, it must return in a serviceable condition within four (4) hours. If vendor fails to return truck, or provide a replacement truck unit, within the allotted time period, the vendor shall be assessed a penalty in the amount of \$500.00 per occurrence. This penalty shall be adjusted from the expenses paid to the vendor by LFUCG.

The Vendor will be granted access to LFUCG's web site for purposes of monitoring vendor's own trucks' activities and performance data.

The Vendor shall be responsible for any damage to the AVL or GPS equipment beyond the normal wear and deterioration of the equipment.

The Vendor shall make all trucks available for installation and removal of AVL and/or GPS equipment as needed. All AVL and/or GPS equipment remains property of LFUCG. If agreeable to both parties, AVL and/or GPS equipment may remain attached to vendor trucks but deactivated at the end of the season on April 15th in anticipation of use in the coming year.

LICENSING: Trucks shall be properly registered as required by KRS 186.050 and in compliance with KRS 189.222 throughout the entire year for the duration of the contract. All units shall be verified for proper licenses prior to any payments. No payment will be made until verification is complete. If at any time trucks are found to not be properly licensed or insured, all payments will be stopped, the payments shall be withheld by the LFUCG, and the contract may be cancelled.

This registered weight must be greater than the combined weight of the truck, the equipment, and the maximum

amount of salt specified for the truck type (i.e. highest gross weight of truck, equipment, salt, and fuel during operation).

INSURANCE: Trucks shall be properly insured for the duration of the contract. Evidence will be furnished to the LFUCG each year that public liability (General Liability) insurance is carried on the above equipment and their operators in the amounts listed in the attached Risk Management Provisions.

Vendor must submit an ACORD Certificate (or equivalent) with the certificate holder listed as:

LFUCG Div. of Central Purchasing
200 East Main Street
Lexington, KY 40507

Any damage claims caused to the Vendor's equipment by LFUCG-owned equipment operated by LFUCG personnel will be submitted to the LFUCG for resolution.

FINANCIAL CONDITION AND DISCLOSURE REQUIREMENT: Vendor shall furnish the LFUCG with the latest and most current financial disclosure statement upon request.

BACKUP UNITS: Should the vendor provide backup trucks, these units shall meet all specifications, terms and conditions of this contract. This includes but is not limited to proper licensing, insurance, and operator qualifications. Vendor shall notify the LFUCG of such units so they may be inspected. Backup truck units shall be inspected annually and must pass inspection in the same manner as trucks under contract. Bidder shall provide make, year, model, and VIN number of truck, if available, upon submittal of bid.

LFUCG Responsibilities

LFUCG shall inform the Vendor that his truck operators will be under the direct supervision of the LFUCG's supervisor at the base for operations.

LFUCG shall provide snow plowing and salting instructions to the Vendor's operators in the same manner as provided to the LFUCG's operators.

LFUCG shall furnish all de-icing materials and forms at the base for operations. At the conclusion of a callout event all salt remaining in the truck shall be unloaded at the LFUCG facility. Any de-icing material provided by LFUCG shall not be used for any other routes besides those assigned by LFUCG.

LFUCG shall furnish the Vendor's operators with their primary routes for snow and ice removal, along with an estimated time to complete plowing or salting operations and with an application rate for the de-icing chemicals that are to be applied.

The LFUCG shall coordinate the truck inspections each year. A copy of all inspection records with all attachments will be filed at the base of operations. A copy will also be made available to the vendor. If the truck fails inspection, payments to the vendor shall not be made until the truck is in compliance and a new inspection completed indicating the truck has received a "Passed" rating.

A vendor performance evaluation shall be completed after each snow season.

Pricing

Respondents to this solicitation shall submit their proposed pricing expressed as:

ANNUAL RETROFIT PAYMENT \$ 38,775.00 PER TRUCK

The annual cost to retrofit a truck unit as specified for snow and ice operations. This will include the alteration of the truck unit and the procurement of the designated snow and ice equipment attachments and accessories.

SALTING AND PLOWING OPERATION \$ 200.00 /HR BASE RATE

Contract year is considered November 1 - April 15 each year. First year contract will begin with Council approval.

This includes all costs for operating a fully operational and equipped snow and ice truck as specified by the LFUCG. A minimum time period of four (4) hours will be a guaranteed payment for each truck unit on each call-out; in addition, a two (2) hour minimum guaranteed payment shall be made if conditions require a second or subsequent shift to relieve the prior shift due to having worked the maximum number of hours per State and Federal Regulations.

Payment for this item will be made on a monthly basis for the hours recorded and verified in the LFUCG's logbook and the logbook of the Contractor's operator for each truck unit.

TRAINING \$ 25.00 /HR

A minimum of two (2) operators for each snow and ice removal truck shall attend training at the beginning of the snow and ice season. Training will be conducted by the LFUCG and will be completed as soon as practical after award for the initial contract year and within two weeks of the start of the contract or by November 1st of each snow season of each subsequent year.

Payment for travel time shall not be permitted.

Training time will be negotiated between LFUCG and the Contractor at the approved hourly rate with a minimum of 2 hours per operator.

A copy of the training log is required to be submitted with the invoice before payment can be made.

In the event that the Vendor adds new employees as operators during the course of the winter snow and ice season who did not receive the required training, the LFUCG will conduct periodic training sessions during the snow season, as necessary, for all new Vendor operators. These new operators will be required to attend the training prior to operating a snow and ice removal truck for the LFUCG. Failure to comply with this training requirement with new operators may result in a prorated reduction of payment.

Vendor shall provide, with bid, a written list of trucks, including make and model, year, VIN and a list of proposed required attachments to the trucks, including make and model numbers.

Changes and Modifications to the Contract

The LFUCG reserves the right to add new and similar items, with the consent of the vendor, to the contract. If an addition is agreeable to both parties, the LFUCG will issue a Modification. The new work specified in the modification shall not commence until formal notice of the Modification is provided by LFUCG.

During the period of the contract, a modification shall not be permitted (with the exception of pricing as stated previously) in any of its conditions and specifications, unless the contractor receives electronic or written approval from the LFUCG. If the contractor finds at any time that existing conditions make modification in requirements necessary, the contractor shall report the matter promptly to the LFUCG for consideration and decision.

All equipment must be new and current model(s). The LFUCG recognizes the rapid advancement of technology. If the vendor can provide new equipment of advanced technology after the award of the contract, the LFUCG and the bidder may choose by mutual agreement to install such equipment. The price of the new technology equipment cannot exceed the cost of the award contract.

Invoices and Payments

Invoices shall be prepared and transmitted to:

LFUCG Division of Streets and Roads
1555 Old Frankfort Pike
Lexington, KY 40504

One copy shall be marked "original" unless otherwise specified. Each invoice shall contain at least the following information:

Purchase order number;
Description of supplies or services; lane miles and locations of road segments treated or plowed
Quantities of salt, brine or other materials used
Unit prices; and
Extended totals.

Invoices dated prior to date of service being billed shall not be accepted.

The vendor shall be paid for all line items upon the submission of proper invoices to the receiving agency at the prices stipulated. Payments will be made within thirty (30) working days after receipt of a proper invoice. Official date of receipt shall be the date time stamped on the invoice by the LFUCG.

Subcontracts

The vendor shall notify the LFUCG of any planned use of subcontractors in regards to the resulting contract. If the LFUCG is provided evidence of the vendor making such an arrangement without submitting the proper information prior to use of the subcontractor, the contract may be cancelled immediately.

This provision will not be taken as requiring the approval of contracts of employment between the vendor and their personnel.

All payments will be made directly to the contracted vendor. It is the vendor's responsibility to make payment to the subcontractor. Payments shall not be made to the subcontractor by the LFUCG. Subcontractors having nonpayment issues that could not be resolved with the Vendor, should report in detail these incidents to the LFUCG Division of Central Purchasing.

The Vendor shall ensure that all contractors or subcontractors comply with all applicable Federal, State, and Local laws, regulation, mandates, and terms of this solicitation and resulting contract.

Additionally, the Vendor shall not contract with any contractor or subcontractor that utilizes the services of illegal immigrants. Attached is the required affidavit regarding contractor or subcontractor employees.

The vendor is responsible for supplying the subcontractor with a copy of any applicable prevailing wage rates and the terms and conditions of the solicitation.